

DAVIDOFF HUTCHER & CITRON LLP
Attorneys for the Debtor
605 Third Avenue
New York, New York 10158
(212) 557-7200
Robert L. Rattet, Esq.
Jonathan S. Pasternak, Esq.

Hearing Date: July 19, 2022
Hearing Time: 10:00 a.m.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re:

AGUILA, INC.,

Debtor.

Chapter 11

Case No. 21-11776 (MG)

-----X

**OBJECTION TO CLAIM NO. 23 FILED BY
DE LAGE LANDEN FINANCIAL SERVICES, INC.**

Aguila, Inc., the above-captioned Debtor and Debtor-in-Possession (“Debtor”), by and through its undersigned counsel, objects to the general non-priority unsecured claim number 23 filed by De Lage Landen Financial Services, Inc. (“De Lage”) against the Debtor’s estate (“Claim 23”), pursuant to Rule 3007 of the Federal Rules of Bankruptcy Procedure (“Bankruptcy Rules”) and 11 U.S.C. § 105(a) (“Bankruptcy Code”), and seeks an order reducing, as appropriate, Claim 23 filed against the Debtor as set forth herein, together with such other and further relief as the Court may deem just and proper. (the “Motion”) In support of this Motion, the Debtor respectfully represents as follows:

I. JURISDICTION AND VENUE

1. The Court has jurisdiction over this case pursuant to 28 U.S.C. §§ 157 and 1334.
2. Venue is proper in this District pursuant to 28 U.S.C. § 1408.
3. This is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2).

4. This Motion is made pursuant to, *inter alia*, sections 105(a), 502(b) and 558 of the Bankruptcy Code and Bankruptcy Rule 3007.

II. BACKGROUND AND RELIEF REQUESTED

5. On October 15, 2021 (the “Filing Date”), the Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code (the “Chapter 11 Case”).

6. The Debtor has continued in possession of its property and the management of its business affairs as debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

7. An Official Committee of Unsecured Creditors (the “Committee”) was appointed by the United States Trustee on December 14, 2021. On March 8, 2022, the Court approved the retention of Cullen and Dykman LLP, as Counsel to the Official Committee of Unsecured Creditors.

8. On November 30, 2021, the Bankruptcy Court entered a bar date order setting the last date to file proofs of claim on or before January 19, 2022.

9. On January 18, 2022, De Lage filed Claim 23 in the amount of \$425,684.83 for six (6) lease agreements for copier equipment identified as 8932, 1174, 1807, 3865, 7090, and 4234. A copy of Claim 18 is annexed hereto as Exhibit “A”.

10. The Debtor Seeks the reduction of Claim 18 to the amount of \$4,863.07 since the Debtor’s books and records indicate that such claim is actually in such reduced amount.

11. Additionally, the Debtor surrendered all of the copiers to De Lage, and De Lage currently has in its possession four of the six copiers. De Lage has declined to take back the remaining two, despite the Debtor having agreed and offered to surrender them on multiple pre-petition occasions. A copy of the communications regarding these events is annexed hereto as

Exhibit "B".

12. Accordingly, for the reasons set forth above, the Debtor requests that the Court reduce and allow Claim 23 in the amount of \$4,863.07.

III. NOTICE AND NO PREVIOUS APPLICATION

13. Notice of this Objection will be provided to: (a) De Lage; (b) the Office of the United States Trustee; (c) all parties who filed a notice of appearance in these cases; and (d) taxing and governmental units. The Debtor submits that no further notice is required.

WHEREFORE, the Debtor respectfully requests the entry of an Order reducing, as appropriate, Claim 23 filed against the Debtor as set forth herein and for such other, further, and different relief as this Court deems just and proper.

Dated: May 30, 2022
New York, New York

Respectfully submitted,

DAVIDOFF HUTCHER & CITRON LLP
Attorneys for the Debtor
605 Third Avenue
New York, New York 10158
(212) 557-7200

By: /s/ Jonathan S. Pasternak
Jonathan S. Pasternak
Robert L. Rattet

EXHIBIT A

Fill in this information to identify the case:

Debtor 1	Aguila, Inc.
Debtor 2	(Spouse, if filing)
United States Bankruptcy Court Southern District of New York	
Case number: 21-11776	

FILED

U.S. Bankruptcy Court
Southern District of New York

1/18/2022

Vito Genna, Clerk

Official Form 410 Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	De Lage Landen Financial Services, Inc. Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor		
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom?		
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)	
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	De Lage Landen Financial Services, Inc. Name 1111 Old Eagle School Road Wayne, PA 19087	Name Contact phone _____ 16103863762 _____ Contact email _____ acohen@leasedirect.com _____	
		Contact phone _____ Contact email _____ Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) Filed on _____ MM / DD / YYYY		
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____		

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 8932	
7. How much is the claim?	\$ 425684.83	Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	<p>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).</p> <p>Limit disclosing information that is entitled to privacy, such as healthcare information.</p> <p>Six (6) Lease Agreements for copier equipment identified as 8932, 1174, 1807, 3865, 7090, and 4234</p>	
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____	
Basis for perfection: Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)		
Value of property:	\$ _____	
Amount of the claim that is secured:	\$ _____	
Amount of the claim that is unsecured:	\$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)	
Amount necessary to cure any default as of the date of the petition: \$ _____		
Annual Interest Rate (when case was filed) % _____		
<input type="checkbox"/> Fixed <input type="checkbox"/> Variable		
10. Is this claim based on a lease?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ 4096.56	
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____	

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	<input checked="" type="checkbox"/> No	Amount entitled to priority
	<input type="checkbox"/> Yes. Check all that apply:	
<p>A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.</p>	<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ _____	
	<input type="checkbox"/> Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ _____	
	<input type="checkbox"/> Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ _____	
	<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ _____	
	<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ _____	
	<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(_) that applies \$ _____	

* Amounts are subject to adjustment on 4/1/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.

Check the appropriate box:

- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 1/18/2022

MM / DD / YYYY

/s/ Alan I. Cohen

Signature

Print the name of the person who is completing and signing this claim:

Name	Alan I. Cohen		
Title	First name	Middle name	Last name
	Senior Litigation & Bankruptcy Specialist		
Company	De Lage Landen Financial Services, Inc.		
Address	Identify the corporate servicer as the company if the authorized agent is a servicer 1111 Old Eagle School Road		
	Number Street Wayne, PA 19087		
	City State ZIP Code		
Contact phone	16103863762	Email	acohen@leasedirect.com

PROOF OF CLAIM

AGUILA, INC. 21-11776

Date: 1/18/2022
 To: _____
 From: Alan Cohen #610-386-3762
acohen@leasedirect.com

UNSECURED

Customer Name: AGUILA, INC.
 DLL Lease Number: 8932
 Lease Agreement: 1/15/2021
 Date of Last Payment: 12/1/2021
 Date of Oldest Outstanding: 12/1/2021
 Equipment Type: 6-Toshiba e-studio 4515AC Digital Color Copiers
 Original Term: 63
 Base Payment with Sales Tax: \$ 3,941.52
UNSECURED

	Pre-Petition	Dates of Service
Past due/billed payments:		
Property Tax:	\$ -	
Late Charges:	\$ 101.27	
Finance Charges:	\$ 34.26	
Other: Insurance	\$ 35.31	
Total Presently Due:		<u>\$170.84 (A)</u>
		Post-Petition
Base Payment with Sales Tax:	<u>\$ 3,941.52</u>	
# Remaining payments to be discounted:	<u>53</u>	
Booked Residual Value (BRV):	<u>\$ 10,859.31</u>	
Remaining payments & BRV discounted at:		<u>\$219,759.87 (B)</u>
Equipment Sale Proceeds (Net): Sold 5-units 10/19 and 10/20/21.1-unit w/Debtor.	<u>\$ (8,357.00) (C)</u>	
Bal of 11/1 Post Rent \$3,462.82, Insurance 121.07, late fees \$347.21, Fin \$67.96	<u>\$ 3,999.06</u>	
Total DLL Unrecovered Investment:		<u>\$215,572.77 (A+B+C)</u>

ATLANTIC tomorrowsoffice.com

A Program of De Lage Landen Financial Services

8932 Lease Agreement

LESSEE	Full Legal Name Aquila Inc			Tax ID#	Purchase Order Requisition Number		Phone Number (718) 402-8979			
	Billing Address 655 CAULDWELL AVE		City BRONX	State NY	Zp 10455	County		Send Invoice to Attention of:		
EQUIPMENT	Make	Model Number	Serial Number	Quantity	Description (Attach Separate Schedule A If Necessary)					
	Toshiba	4515ac		6	Digital color copier					
PAYMENT INFORMATION	Number of Lease Payments	Lease Payment (PLUS)	Applicable Sales Tax (EQUALS)	Total Lease Payment	Term of Lease in Months	Payment Frequency	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Other	
	63	\$4,477.77	+	=	63	End of Lease Option:	<input checked="" type="checkbox"/> FMV	<input type="checkbox"/> 10%	<input type="checkbox"/> \$1	<input type="checkbox"/> Other
			+	=		End of Lease Purchase Option shall be FMV unless another option is selected.				
		+	=		Security Deposit (PLUS)	First Period Payment (PLUS)	Other (EQUALS)	Total Payment Enclosed		

1. Lease: You (the "Lessee") agree to lease from us (the "Lessor") the Equipment listed above and on any attached schedule (the "Lease"). This Lease is effective on the date that it is accepted and signed by us, and the term of this Lease begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. You agree to pay us a fee of \$75.00 to reimburse our expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the term of this Lease. Security deposits are non-interest bearing and may be applied to cure a Lease default. If you are not in default, we will return the deposit to you when the Lease is terminated. **ONLY WE ARE AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THE LEASE.**

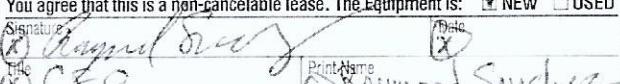
2. Lease Payment. Lease payments are due as invoiced by us. As you will have possession of the Equipment from the date of delivery, if we accept and sign this Lease you will pay us interim rent for each day from the date the Equipment is delivered to you until the Commencement Date, calculated on the Lease payment amount, the number of days in that period, and a year of 360 days. Your lease obligations are absolute, unconditional, and are not subject to cancellation, reduction, setoff or counterclaim. If the Lease payment includes the cost of maintenance and/or service provided by a third party, you agree that: (a) we are not responsible to provide the maintenance and/or service provided and you will make all claims related to the maintenance and service to the third party; (b) you will notify the third party of the meter reading each month; and (c) we reserve the right to charge you a monthly fee to cover the increased costs of fuel plus any shipping and freight costs related to supplies and equipment provided by the third party under this agreement. We may increase the Lease Payment on an annual basis, in an amount not to exceed ten percent (10%) of the Lease Payment in effect at the end of the prior annual period. You agree that any claims related to maintenance or service will not impact your obligation to pay all Lease payments when due. Such amount shall be payable in addition to any and all amounts or monies payable by you as a result of the exercise of any of the remedies herein provided. If a payment is not made when due, you will pay us a late charge of 5% of the payment or \$10.00 whichever is greater.

3. Title: Unless you have a \$1.00 purchase option, we will have title to the Equipment. If you have a \$1.00 purchase option and/or the Lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds thereof. You authorize us to file financing statements.

4. Equipment Use and Warranties: We are leasing the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs.

5. Assignment: You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent. You agree that we may sell, assign, or transfer the Lease and the new owner will have the same rights and benefits we now have and will not have to perform any of our obligations and the rights of the new owner will not be subject to any claims, defenses, or setoffs that may have against us or any supplier.

6. Risk of Loss and Insurance: You are responsible for risks of loss or damage to the Equipment and if any loss occurs you are required to satisfy all of your Lease obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the insurance and give us written proof of the insurance. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain insurance against theft and physical damage, and add an insurance fee to the amount due from you, on which we may make a profit. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any such claims. This indemnity will continue after the termination of this Lease. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us.

LESSEE SIGNATURE	You agree that this is a non-cancelable lease. The Equipment is: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	
	Signature 	Print Name Raymond Sanchez
Title CEO		
Legal Name of Corporation Aquila Inc		

ACCEPTANCE	The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable.	
	Signature	Date
	Print Name	Title

GUARANTY	I unconditionally guarantee prompt payment of all the Lessee's obligations under the Lease. The Lessor is not required to proceed against the Lessee or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demands of any kind to which I may be entitled. I consent to any extensions or modification granted to the Lessee and the release and/or compromise of any obligations of the Lessee or any other guarantor without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Lessor. This guaranty is governed by and constituted in accordance with the laws of the Commonwealth of PA and I consent to exclusive jurisdiction of any state or federal court in PA and waive trial by jury.	
	Signature	Print Name

7. Taxes: You agree to pay when due, either directly or as reimbursement to us, all sales, use and personal property taxes and charges in connection with ownership and use of the Equipment. We may charge you a processing fee for administering property tax filings. You will indemnify us on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of your acts or omissions.

8. End of Lease: You will give us at least 60 days but not more than 120 days written notice (to our address below) before the expiration of the initial lease term (or any renewal term) of your intention to purchase or return the Equipment. With proper notice you may: a) purchase all the Equipment as indicated above under "End of Lease Option" (fair market value purchase option amounts will be determined by us based on the Equipment's in place value); or b) return all the Equipment in good working condition at your cost in a timely manner, and to a location we designate. If you fail to notify us, or if you do not (i) purchase or (ii) return the Equipment as provided herein, this Lease will automatically renew for consecutive 12 month renewal periods.

9. Default and Remedies: You are in default on this Lease if: a) you fail to pay a Lease payment or any other amount when due; b) you breach any other obligation under the Lease or any other Lease with us; or c) you, your owner(s) or any guarantor(s) are listed on a US or foreign government sanctions list or are subject to sanctions therefrom. If you are in default on the Lease we may: (i) declare the entire balance of unpaid Lease payments for the full Lease term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end of Lease fair market value or fixed price purchase option (the "Residual") with future Lease payments and the Residual discounted to the date of default at the lesser of (A) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Lease term, all as reasonably determined by Lessor, or (B) 3% per annum, plus reasonable collection and legal costs; (iii) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; and (iv) require that you immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of the Lease. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us.

10. Miscellaneous: You agree the Lease is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). You acknowledge we have given you the name of the Equipment supplier and that you may have rights under this contract with the supplier and may contact the supplier for a description of these rights. If requested, you will sign a separate Equipment acceptance certificate. This Lease was made in Pennsylvania ("PA"), is to be performed in PA and shall be governed and construed in accordance with the laws of PA. You consent to jurisdiction, personal or otherwise, in any state or federal court in PA and waive a trial by jury. You agree to waive any and all rights and remedies granted to you under Sections 2A-508 through 2A-522 of the UCC. You agree that the Equipment will only be used for business purposes and not for personal, family or household use. This Lease may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Lease by you when manually countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At our option, we may require a manual signature. We may inspect the Equipment during the Lease term. You authorize us to contact you about your accounts in any way, including at any number or email address at which we believe we can reach you, even if you are charged for such contact by a provider.

LESSOR	De Lage Landen Financial Services, Inc.	
	Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087	PHONE: (800) 735-3273 • FAX: (800) 776-2329
Commencement Date	Lease Number	
Accepted By:		

09676611

** Prep/Install

DATE 1/08/21 BRANCH ABS

FROM	BILL TO	SHIP TO			
NET 230 Clay Ave Lyndhurst NJ 07071	ATLANTIC BUSINESS PRODUCT ACCOUNTS PAYABLE 134 WEST 26TH ST NEW YORK NY 10001	AGUILA INC 55 WEST 110TH ST SOCIAL SERVICE OFFICE NEW YORK NY 10026 Notify- KEVIN			
		** Prep/Install			
CUSTOMER PHONE	ZONE	SERVICE DATE/SPREAD DATE	CUSTOMER REFERENCE		
917/861-5904	00	1/08/21	4782921		
DESCRIPTION			WEIGHT		
GD1370N TOSHIBA	897790	897790	J 09676611 99999 0108 5		
MJ1042B INNER F	SCAL950303	932187	J 09676611 99999 0108 53		
ESTUDIO4515AC T	SCNHK48711	936210	J 09676611 99999 0108 145		
STAND5005 TOSHI	957041	957041	J 09676611 0108 34		

Customer Please Check YES or NO YES / NO

1. Did Driver unpack and remove debris?
 2. Did Driver install equipment
 3. Did Driver run a copy through Doc. Feeder & Sorter

OTHER
 RIGGING
 ** INSTRUCTIONS **
 DRIVER MUST CALL 1 HOUR PRIOR TO ARRIVAL
 1 HOUR EMAIL NOTIFICATION TO ABS
 REMOTE INSTALL

*2 stops Damp needed
 8932

The equipment has been received, put in use, is in good working order and is satisfactory and acceptable.

PICK UP TENDERED: THE ABOVE EQUIPMENT WAS TENDERED IN GOOD CONDITION EXCEPT AS NOTED ON THE ATTACHED INVENTORY

X Poe Surles

Supp.,

Print Name

Title

X Poe Surles

1/08/21

SIGNATURE

DATE

SHIPPER DATE

SHIPPER AGREES WITH THE TERMS OF THIS BILL OF LADING AND TENDERS ARTICLES LISTED ABOVE TO CARRIER IN CONDITION SHOWN. SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF \$60 PER POUND PER ARTICLE

TOTAL VALUE OF SHIPMENT IS \$_____ AND REQUEST EXCESS COVERAGE FOR FULL VALUE ONLY IF CONTROL NO. IS ISSUED

** Prep/Install

DATE

BRANCH

1/08/21

ABS

09676631

7

FROM	BILL TO	SHIP TO	
NET 230 Clay Ave Lyndhurst NJ 07071	ATLANTIC BUSINESS PRODUCT ACCOUNTS PAYABLE 134 WEST 26TH ST NEW YORK NY 10001	AGUILA INC 665 CAULDWELL AVE 1ST FL BRONX NY 10455	
		Notify- KEVIN PEREZ	
		** Prep/Install	
CUSTOMER PHONE	ZONE	SERVICE DATE/SPREAD DATE	CUSTOMER REFERENCE
718402-8979	00	1/08/21	4782921
DESCRIPTION			WEIGHT
GD1370N TOSHIBA	897792	897792	J 09676631 99999 0108 5
MJ1042B INNER F	SCAF060415	932181	J 09676631 99999 0108 53
ESTUDI04515AC T	SCNHK48703	936044	J 09676631 99999 0108 145 250
TFC415UC CYAN T	939263	939263	J 09676631 0108 2
TFC415UK BLACK	939487	939487	J 09676631 0108 2
TFC415UM MAGENT	939641	939641	J 09676631 0108 2
TFC415UY YELLOW	939816	939816	J 09676631 0108 2
STAND5005 TOSHI	957061	957061	J 09676631 0108 34

Customer Please Check YES or NO

YES NO

1. Did Driver unpack and remove debris?

2. Did Driver install equipment

3. Did Driver run a copy through Doc. Feeder & Sorter

OTHER
RIGGING

** INSTRUCTIONS **

DRIVER MUST CALL 1 HOUR PRIOR TO ARRIVAL

1 HOUR EMAIL NOTIFICATION TO ABS

REMOTE INSTALL

8932

The equipment has been received, put in use, is in good working order and is satisfactory and acceptable.

PICK UP TENDERED. THE ABOVE EQUIPMENT WAS TENDERED IN GOOD CONDITION EXCEPT AS NOTED ON THE ATTACHED INVENTORY.

X KEVIN PEREZ

IT

Print Name

Title

X /

1/08/21

SIGNATURE

DATE

SHIPPER

DATE

SHIPPER AGREES WITH THE TERMS OF THIS BILL OF LADING AND TENDERS ARTICLES LISTED ABOVE TO CARRIER IN CONDITION SHOWN. SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF \$60 PER POUND PER ARTICLE

TOTAL VALUE OF SHIPMENT IS \$____ AND REQUEST EXCESS COVERAGE FOR FULL VALUE. ONLY IF CONTROL NO. IS ISSUED.

VEHICLE NO.
0450

(8) 09676641

** Prep/Install

DATE
1/08/21BRANCH
ABS

FROM	BILL TO		SHIP TO	
NET 230 Clay Ave Lyndhurst NJ 07071	ATLANTIC BUSINESS PRODUCT ACCOUNTS PAYABLE 134 WEST 26TH ST NEW YORK		AGUILA INC 665 CAULDWELL AVE 1ST FL BRONX	
	NY 10001		NY 10455	
	Notify- KEVIN			
	** Prep/Install			
CUSTOMER PHONE	ZONE	SERVICE DATE/SPREAD DATE	CUSTOMER REFERENCE	
917/861-5904	00	1/08/21	4782921	
DESCRIPTION				
GD1370N TOSHIBA	897793	897793	J 09676641	99999 0108 5
ESTUD04515AC T	SCNHK48677	936233	J 09676641	99999 0108 145250
MJ1042B INNER F	SCAI065286	944915	J 09676641	99999 0108 53
STAND5005 TOSHI	957065	957065	J 09676641	0108 34

Customer Please Check YES or NO

YES / NO

1. Did Driver unpack and remove debris?
2. Did Driver install equipment
3. Did Driver run a copy through Doc. Feeder & Sorter

OTHER
RIGGING

** INSTRUCTIONS **
DRIVER MUST CALL 1 HOUR PRIOR TO ARRIVAL
1 HOUR EMAIL NOTIFICATION TO ABS
REMOTE INSTALL

1 HOUR LABOR

8932

The equipment has been received, put in use, is in good working order and is satisfactory and acceptable.

PICK UP TENDERED: THE ABOVE EQUIPMENT WAS TENDERED IN GOOD CONDITION EXCEPT AS NOTED ON THE ATTACHED INVENTORY.

X KEVIN RET

IT

Print Name

Title

SHIPPER

DATE

X IL

1/08/21

SIGNATURE

DATE

SHIPPER AGREES WITH THE TERMS OF THIS BILL OF LADING AND TENDERS ARTICLES LISTED ABOVE TO CARRIER IN CONDITION SHOWN. SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF \$60 PER POUND PER ARTICLE

TOTAL VALUE OF SHIPMENT IS \$ _____ AND REQUEST EXCESS COVERAGE FOR FULL VALUE. ONLY IF CONTROL NO. IS ISSUED

230 Clay Avenue
Lyndhurst, NJ 07071

2111776 mg Claim 23 Filed 01/18/22 Pg 8 of 23

15
09676651

** Prep/Install

DATE
1/08/21

BRANCH
ABS

VEHICLE NO.	FROM	BILL TO	SHIP TO	
0450	NET 230 Clay Ave Lyndhurst NJ 07071	ATLANTIC BUSINESS PRODUCT ACCOUNTS PAYABLE 134 WEST 26TH ST NEW YORK	AGUILA INC 665 CAULWELL AVE	
		NY 10001	BRONX	NY 10455
			Notify- KEVIN	
			** Prep/Install	*
CUSTOMER PHONE	ZONE	SERVICE DATE/SPREAD DATE		CUSTOMER REFERENCE
917/861-5904	00	1/08/21		4782921
DESCRIPTION				
GD1370N TOSHIBA	897789	897789	J 09676651	99999 0108 5
ESTUDIO4515AC T	SCNHK48658	936243	J 09676651	99999 0108 100280
MJ1042B INNER F	SCAI065301	944919	J 09676651	99999 0108 53
STAND5005 TOSHI	957066	957066	J 09676651	0108 34

Customer Please Check YES or NO

YES / NO

1. Did Driver unpack and remove debris?
2. Did Driver install equipment
3. Did Driver run a copy through Doc. Feeder & Sorter

OTHER
RIGGING

** INSTRUCTIONS **

DRIVER MUST CALL 1 HOUR PRIOR TO ARRIVAL
1 HOUR EMAIL NOTIFICATION TO ABS
REMOTE INSTALL

5 S/CP/S 8932

The equipment has been received, put in use, is in good working order and is satisfactory and acceptable.

PICK UP TENDERED: THE ABOVE EQUIPMENT WAS TENDERED IN GOOD CONDITION EXCEPT AS NOTED ON THE ATTACHED INVENTORY.

X KEVIN PENN

JT

Print Name

Title

X 1/1/21

1/08/21

SHIPPER

DATE

SIGNATURE

SHIPPER AGREES WITH THE TERMS OF THIS BILL OF LADING AND TENDERS ARTICLES LISTED ABOVE TO CARRIER IN CONDITION SHOWN. SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF \$ 60 PER POUND PER ARTICLE

TOTAL VALUE OF SHIPMENT IS \$ ____ AND REQUEST EXCESS COVERAGE FOR FULL VALUE. ONLY IF CONTROL NO. IS ISSUED.

PROOF OF CLAIM

AGUILA, INC. 21-11776

Date: 1/18/2022
 To: _____
 From: Alan Cohen #610-386-3762
acohen@leasedirect.com

UNSECURED

Customer Name: AGUILA, INC.
 DLL Lease Number: 1174
 Lease Agreement: 10/8/2020
 Date of Last Payment: 7/1/2021
 Date of Oldest Outstanding: 9/1/2021
 Equipment Type: 1-Toshiba e-studio 4515AC Multi-Function Copier
 Original Term: 63
 Base Payment with Sales Tax: 934.70

UNSECURED

	Pre-Petition	Dates Of Service	
Past due/billed payments:	\$ 1,020.67	8/1-8/31	2
Property Tax:	\$ -	10/1-10/14	
Late Charges:			
Finance Charges:	\$ -		
Other: Insurance			
Total Presently Due:			<u>\$1,020.67 (A)</u>
	Post -Petition		
Base Payment with Sales Tax:	\$ 934.70		
# Remaining payments to be discounted:		51	
Booked Residual Value (BRV):	\$ 2,583.10		
Remaining payments & BRV discounted at:			<u>\$50,252.80 (B)</u>
Equipment Sale Proceeds (Net): Unit still in possession of Debtor	\$ -		(C)
Bal of 11/1 Post Rent \$512.58	\$ 512.58		
Total DLL Unrecovered Investment:			<u>\$51,786.05 (A+B+C)</u>

DocuSign Envelope ID: 677A4D6B-8578-4174-AE9F-3CB1656833E1

500-5011174

ATLANTIC tomorrowoffice.com

A Program of De Lage Landen Financial Services

Lease Agreement

LESSEE	Full Legal Name AGUILA INC					Purchase Order Requisition Number	Phone Number
	Billing Address 661 CAULDWELL AVE City BRONX State NY Zip 10455 County					Send Invoice to Address of:	
EQUIPMENT	Model	Model Number	Serial Number	Quantity	Description (Attach Separate Schedule A If Necessary)		
	TOSHIBA	4515AC		1	SCAN,COPY,PRINT,STAPLE,FAX COLOR COPIER		
PAYMENT INFORMATION	Number of Lease Payments	Lease Payment (PLUS)	Applicable Sales Tax (EQUALS)	Total Lease Payment	Term of Lease in Months	Payment Frequency	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other
	63	\$1,077.00	+	=	63	End of Lease Option:	<input checked="" type="checkbox"/> FMV <input type="checkbox"/> 10% <input type="checkbox"/> \$1 <input type="checkbox"/> Other
			+	=		End of Lease Purchase Option shall be FMV unless another option is selected.	
				Security Deposit (PLUS)	First Period Payment (PLUS)	Other (EQUALS)	Total Payment Financed
				\$0.00	\$0.00	+	\$0.00 = \$0.00

TERMS AND CONDITIONS

1. **Lease:** You (the "Lessee") agree to lease from us (the "Lessor") the Equipment listed above and on any attached schedule (the "Lease"). This Lease is effective on the date that it is accepted and signed by us, and the term of this Lease begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. You agree to pay us a fee of \$7,500 to reimburse our expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the term of this Lease. Security deposits are non-interest bearing and may be applied to cover a Lease default. If you are not in default, we will return the deposit to you when the Lease is terminated. **ONLY WE ARE AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THE LEASE.**

2. **Lease Payment:** Lease payments are due as invoiced by us. As you will have possession of the Equipment from the date of delivery, if we accept and sign this Lease you will pay us interim rent for each day from the date the Equipment is delivered to you until the Commencement Date, calculated on the Lease payment amount, the number of days in that period, and a year of 360 days. Your lease obligations are absolute, unconditional, and are not subject to cancellation, reduction, setoff or counterclaim. If the Lease payment includes the cost of maintenance and/or service provided by a third party, you agree that: (a) we are not responsible to provide the maintenance and/or service provided and you will make all claims related to the maintenance and service to the third party; (b) you will notify the third party of the meter reading each month; and, (c) we reserve the right to charge you a monthly fee to cover the increased costs of fuel plus any shipping and freight costs related to supplies and equipment provided by the third party under this agreement. We may increase the Lease Payment on an annual basis, in an amount not to exceed ten percent (10%) of the Lease Payment in effect at the end of the prior annual period. You agree that any claims related to maintenance or service will not impact your obligation to pay all Lease payments when due. If a payment is not made when due, you will pay us a late charge of 5% of the payment or \$10.00, whichever is greater.

3. **Title:** Unless you have a \$1.00 purchase option, we will have title to the Equipment. If you have a \$1.00 purchase option and/or the Lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds thereof. You authorize us to file financing statements.

4. **Equipment Use and Warranties:** We are leasing the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs.

5. **Assignment:** You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent. You agree that we may sell, assign, or transfer the Lease and the new owner will have the same rights and benefits we now have and will not have to perform any of our obligations and the rights of the new owner will not be subject to any claims, defences, or setoffs that you may have against us or any supplier.

6. **Risk of Loss and Insurance:** You are responsible for risks of loss or damage to the Equipment and if any loss occurs you are required to satisfy all of your Lease obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the insurance and give us written proof of the insurance. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain insurance against theft and physical damage, and add an insurance fee to the amount due from you on which we may make a profit. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any such claims. This indemnity will continue after the termination of the lease, until obtain and maintain comprehensive public liability

7. **Taxes:** You agree to pay when due, either directly or as reimbursement to us, all sales, use and personal property taxes and charges in connection with ownership and use of the Equipment. We may charge you a processing fee for administering property tax filings. You will indemnify us on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of your acts or omissions.

8. **End of Lease:** You will give us at least 60 days but not more than 120 days written notice (to our address below) before the expiration of the initial lease term (or any renewal term) of your intention to purchase the Equipment. With proper notice you may: a) purchase all the Equipment as indicated above under "End of Lease Option" (fair market value purchase option amounts will be determined by us based on the Equipment's in place value); or b) return all the Equipment in good working condition at your cost in a timely manner, and to a location we designate. If you fail to notify us, or if you do not (i) purchase or (ii) return the Equipment as provided herein, this Lease will automatically renew for consecutive 12 month renewal periods.

9. **Default and Remedies:** You are in default on this Lease if: a) you fail to pay a Lease payment or any other amount when due; or b) you breach any other obligation under the Lease or any other Lease with us. If you are in default on the Lease we may: (i) declare the entire balance of unpaid Lease payments for the full Lease term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end of Lease fair market value or fixed price purchase option (the "Residual") with future Lease payments and the Residual discounted to the date of default at the lesser of (A) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Lease term, all as reasonably determined by Lessor, or (B) 3% per annum plus reasonable collection and legal costs; (iii) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; and (iv) require that you immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of the Lease. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without our notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us.

10. **Misstatements:** You agree the Lease is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). You acknowledge we have given you the name of the Equipment supplier and that you may have rights under this contract with the supplier and may contact the supplier for a description of these rights. If requested, you will sign a separate assignment certificate. This Lease was made in Pennsylvania ("PA"), to be performed in PA and shall be governed and construed in accordance with the laws of PA. You consent to jurisdiction, personal or otherwise, in any state or federal court in PA and waive a trial by jury. You agree to waive any and all rights and remedies granted to you under Sections 2A-501 through 2A-522 of the UCC. You agree that the Equipment will only be used for business purposes and not for personal, family or household use. This Lease may be executed in counterparts and any facsimile, photograph or other electronic transmission and/or electronic signature of this Lease by you when personally countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original valid paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At our option, we may require a manual signature. We may inspect the Equipment during the Lease term.

LESEE SIGNATURE	You agree that this is a nonnegotiable lease. The Equipment is: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	
	Signature	Date
	e558d444cc01498..	
ACCEPTANCE SIGNATURE	Title	
	Print Name	
	Legal Name of Corporation AGUILA INC	
GUARANTY SIGNATURE	The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable.	
	Signature	Date
	Print Name	
	I unconditionally guarantee prompt payment of all the Lessee's obligations under the Lease. The Lessor is not required to proceed against the Lessee or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demands of any kind to which I may be entitled. I consent to any extensions or modification granted to the Lessee and the release and/or compromise of any obligations of the Lessee or any other guarantor without releasing me from my obligations. This is a continuing guarantee and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Lessor. This guarantee is governed by and constituted to accordance with the laws of the Commonwealth of PA and I consent to non-exclusive jurisdiction of any state or federal court in PA and waive trial by jury.	
	Signature	Date
	Print Name	

De Lage Landen Financial Services, Inc.
Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087
PHONE: (800) 735-3273 • FAX: (800) 776-2329
Commencement Date: **10/18/2020** Lease Number: **C. Holymann**

Accepted By: **C. Holymann**

OBABP0275V5

©2018 All Rights Reserved. Printed in the U.S.A. 08ABP0275V5

VEHICLE NO. 0438	SHIP TO ATLANTIC BUSINESS PRODUCT ACCOUNTS PAYABLE 134 WEST 26TH ST NEW YORK NY 10001	DATE 10/06/20	BRANCH ABS																																													
FROM NET 230 Clay Ave Lyndhurst NJ 07071	SHIP TO AGUILA INC 1101 MANOR AVE 1ST FLR BRONX NY 10472 Notify- KEVIN PEREZ ** Prep/Install																																															
CUSTOMER PHONE ZONE SERVICE DATE/SPREAD DATE 17881-5904 00 10/06/20	CUSTOMER REFERENCE 4743854																																															
<table border="1"> <thead> <tr> <th colspan="4">DESCRIPTION</th> <th>WEIGHT</th> </tr> </thead> <tbody> <tr> <td>STAND5005 TOSHI</td> <td>801494</td> <td>801494</td> <td>J09461981</td> <td>1006</td> </tr> <tr> <td>MR4000B 300-SHE</td> <td>SMDF088832</td> <td>814459</td> <td>J09461981</td> <td>99999</td> </tr> <tr> <td>ESTUDIO4615AC E</td> <td>SCNGK48180</td> <td>854368</td> <td>J09461981</td> <td>1006</td> </tr> <tr> <td>MJ1042B INNER F</td> <td>SCAB055063</td> <td>857227</td> <td>J09461981</td> <td>99999</td> </tr> <tr> <td>TFC415UC CYAN T</td> <td>876323</td> <td>876323</td> <td>J09461981</td> <td>1006</td> </tr> <tr> <td>TFC415UK BLACK</td> <td>876368</td> <td>876368</td> <td>J09461981</td> <td>2</td> </tr> <tr> <td>TFC415UM MAGENT</td> <td>876412</td> <td>876412</td> <td>J09461981</td> <td>1006</td> </tr> <tr> <td>FC415UY YELLOW</td> <td>876447</td> <td>876447</td> <td>J09461981</td> <td>1006</td> </tr> </tbody> </table>				DESCRIPTION				WEIGHT	STAND5005 TOSHI	801494	801494	J09461981	1006	MR4000B 300-SHE	SMDF088832	814459	J09461981	99999	ESTUDIO4615AC E	SCNGK48180	854368	J09461981	1006	MJ1042B INNER F	SCAB055063	857227	J09461981	99999	TFC415UC CYAN T	876323	876323	J09461981	1006	TFC415UK BLACK	876368	876368	J09461981	2	TFC415UM MAGENT	876412	876412	J09461981	1006	FC415UY YELLOW	876447	876447	J09461981	1006
DESCRIPTION				WEIGHT																																												
STAND5005 TOSHI	801494	801494	J09461981	1006																																												
MR4000B 300-SHE	SMDF088832	814459	J09461981	99999																																												
ESTUDIO4615AC E	SCNGK48180	854368	J09461981	1006																																												
MJ1042B INNER F	SCAB055063	857227	J09461981	99999																																												
TFC415UC CYAN T	876323	876323	J09461981	1006																																												
TFC415UK BLACK	876368	876368	J09461981	2																																												
TFC415UM MAGENT	876412	876412	J09461981	1006																																												
FC415UY YELLOW	876447	876447	J09461981	1006																																												
Customer Please Check YES or NO Did Driver unpack and remove debris? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Did Driver install equipment <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Did Driver run a copy through Doc. Feeder & Sorter <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																																																
** INSTRUCTIONS ** HER SING DRIVER MUST CALL 1 HOUR PRIOR TO ARRIVAL 1 HOUR EMAIL NOTIFICATION TO ABS REMOTE INSTALL																																																
																																																
equipment has been received, put in use, is in good working order and is satisfactory and acceptable.																																																
I, the undersigned, declare the above equipment was received in good condition except as noted on the attached inventory.		X <u>Miranda Taylor</u> Print Name	<u>CMS</u> Title																																													
DPPR DATE		<u>10/06/20</u> SIGNATURE	DATE																																													
<small>SHIPPING TERMS: THE SHIPPER AGREES THAT THE EQUIPMENT IS IN GOOD CONDITION EXCEPT AS NOTED ON THE ATTACHED INVENTORY. SHIPPER EXPRESSLY RELEASES THE EQUIPMENT TO A VALUE OF \$60 PER POUND PER ARTICLE. INSURANCE IS NOT PROVIDED. THE SHIPPER AGREES TO PAY FOR FULL VALUE DAMAGE FOR FULL VALUE. ONLY IF CONSIDERED SO, HE ISSUES</small>																																																

PROOF OF CLAIM

AGUILA, INC.

21-11776

Date: 1/18/2022

To: _____

From: Alan Cohen #610-386-3762
acohen@leasedirect.com

UNSECURED

Customer Name: AGUILA, INC.

DLL Lease Number: 1807

Lease Agreement: 12/10/2019

Date of Last Payment: 1/1/2022

Date of Oldest Outstanding: 1/1/2022

Equipment Type: 1-Toshiba e-studio 4515AC Multi-Function Copier

Original Term: 63

Base Payment with Sales Tax: \$ 1,117.02

UNSECURED**Pre-Petition Dates of Service**

Past due/billed payments:	_____
Property Tax:	\$ -
Late Charges:	_____
Finance Charges:	_____
Other: Insurance	_____
Total Presently Due:	\$ - <u>\$0.00 (A)</u>
Post-Petition	
Base Payment with Sales Tax:	\$ 1,117.02
# Remaining payments to be discounted:	40
Booked Residual Value (BRV):	\$ 2,045.96
Remaining payments & BRV discounted at:	<u>\$46,726.76 (B)</u>
Equipment Sale Proceeds (Net): Sold 10/19/21	\$ (982.25) (C)
Balance Rent \$946.28	\$ 946.28
Total DLL Unrecovered Investment:	\$46,690.79 (A+B+C)

~~60354187~~

1807

ATLANTIC tomorrowoffice.com
A Program of The Local Edition Financial Services

Lease Agreement

I understand that you are not able to transfer, sell, publish, assign, photo or otherwise claim the ownership of any rights under this lease without my prior written consent. You agree that any such transfer, assign, or lease of the lease and/or the new lease will have the same terms and benefits as the original lease and you will have no right to terminate any of your obligations under the terms of the new lease or to cancel or to any other disposition of, either the original or any new lease or assignment of, your portion, 50% of, lease or leasehold, of any of the premises for more than 12 months or during the term of the lease. If any such occurs you are required to satisfy all of your leases obligations. You will help us to obtain any and all necessary consents of lessors or other persons or companies to whom it may be necessary to assign this lease or any part hereof. You will also be responsible to obtain any and all necessary consents of lessors or other persons or companies to whom it may be necessary to assign this lease or any part hereof. You are not responsible for any losses or damages caused by the termination and you will be liable and bound for any damage caused. This lease is not transferable or assignable by you.

7. I AGREE TO PAY YOU THE SUM OF DOLLARS AND CENTS AS STATED IN THE POLICY.

and payment security laws and controls in connection with the collection and use of the information. We may change this or a processional law or something, something like that. You will understand, we are an older, established organization, the basis of any law, basically, is the compensation, the setting out of your acts or otherwise.

concerns below) before the expiration of the trial grace term (or any extended term) of your
subscription to continue to return the equipment. With proper notice you may, at your sole
discretion, be entitled under *Article 9* of *Lease Option* ("Your notice") to no purchase option.

which will be determined by the board on the equipment in place which is in good working condition at your cost in a timely manner, and to a location you designate. If you wish to modify it, or if you do not (1) purchase or (2) retain the equipment as provided for in this agreement, you will be responsible for the removal of the equipment.

paid before July 1st and subsequently more or less than \$12 monthly during periods D, E, F, G, H and I. Premiums: Premiums are due on the Lease if: a) you fail to pay a Lease payment or any other amount when due, or b) you breach any other obligation under the Lease or any other lease or agreement between you and the lessor.

Lease payments for the full Lease term (including any one or more renewals) will be payable to the Lessor, and the Lessor will receive the total amount due on the Equipment. It is intended and it is agreed that the Lessor will receive payment of the full amount due on the Equipment, notwithstanding the fact that the Lessor may not receive payment in full at the time of the first payment or at any time thereafter, and notwithstanding the fact that the Lessor may receive payment in full at any time during the term of the Lease or thereafter.

item to the U.S. Treasury Department. Each country has the right to veto the transaction as recorded by the U.S. Treasury Department. Each country has a reasonable time after the transaction is recorded, to (A) immediately withdraw by letter, or (B) 30% per annum, plus reasonable collection costs and costs; (C) charge you interest on all amounts that will be paid at 10% per year or the interest rate specified

by law from the date of default; and (c) requires that you immediately return the Equipment to us or we may repossess it. Any return or repossessions will not be considered a termination or cancellation of the Lease. If the Equipment is returned or repossessed you will owe or remain in arrears for the amount of all unpaid rent and expenses.

16. I understand that you have no interest in a property located in the area of Atlanta, GA, or in the UNIVERSITY COMMERCIAL CENTER ("UCC"). You acknowledge that you have never used the name of the Commercial Center or similar and that you may have heard of it, but you have no interest in it, and you have no interest in the UCC or in a description of the UCC land. If I approached you and told you I wanted to lease it, according to the following terms, you would not be interested in it.

certitude. This Least was made in Pennsylvania ("PA") to be performed in PA and shall be governed and construed in accordance with the laws of PA. You consent to service, personal or alternative, in any state of (or outside) PA and waive a trial by jury. You agree to the jurisdiction of the state and federal courts located in Philadelphia, Pennsylvania.

12/1/04 and all rights and remedies granted to you under Sections 2-601 through 2-622 of the UCC. You agree that the law of the state that only or primarily applies to your particular type of business (not the U.S.A.) has the right to be applied to any claim or defense of either party to this transaction. Any action or proceeding to enforce any provision of or to collect any amount due under this Agreement must be brought in the state of the party against whom it is brought, and in any state or federal court located in that state.

<p>You agree that this is a non-negotiable instrument. The instrument is NEW CLOSED Signature  Date 2-10-19</p> <p>15. Dir. of Fin. Armed Forces Legal Name of Consignee Alberta Zinc</p>		<p>Go Lamp Landen Financial Services, Inc. Lotto Processing Center, 1111 East School Road, Wayne, PA 19087 PHONE: (800) 738-3218 • FAX: (800) 778-2210</p> <p>Accepted by: 2/3/2019 SCOTT</p>
<p>The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable.</p> <p>Signature  Date 2/3/2019</p> <p>Print Name SCOTT</p>		
<p>I acknowledge and hereby promise payment of all liability arising under the Lease. The Lessor is not entitled to proceed against the Lessee or the Equipment or against other lessees before proceeding against me. I warrant no right, title or interest in or to the property or equipment of any kind to which I may be entitled. I consent to any examinations or investigations made in the Lease and the Lessor and/or its assignee or any other examinations or investigations made in the Lease or any other examinations or investigations made in the property or equipment of any kind to which I may be entitled for the benefit of the Lessor or its assignee or successor of the Lessor. This warranty is given freely and voluntarily, in the belief of my best and may be enforced by or for the benefit of the Lessor or its assignee or successor of the Lessor. This warranty is given freely and voluntarily, in the belief of my best and may be enforced by or for the benefit of the Lessor or its assignee or successor of the Lessor.</p>		
<p>Signature  Date 2/3/2019 SCOTT</p>		

1025

Lyndhurst, NJ 07071

1807



08574281

** Prep/Install

DATE

1/29/20

BRANCH

ABS

FROM	BILL TO	SHIP TO			
NET 230 Clay Ave Lyndhurst NJ 07071	ATLANTIC BUSINESS PRODUCT ACCOUNTS PAYABLE 134 WEST 26TH ST NEW YORK NY 10001	AGUILA INC 661 CAULDWELL AVE BRONX NY 10455			
		Notify- ANNABELL			
		** Prep/Install			
CUSTOMER PHONE	ZONE	SERVICE DATE/SPREAD DATE		CUSTOMER REFERENCE	
718/402-8979	00	1/29/20		46855672	
		DESCRIPTION			WEIGHT
KD1059B TOSHIBA	SCMG944776	373988	J 08574281	99999	H12D 68
GD1370N TOSHIBA	415454	415454	J 08574281	99999	L08A 6
ESTUDIO4615AC E	SCNJJ42966	453280	J 08574281	99999	STG 172
MJ1042B INNER F	SCAJ946421	454683	J 08574281	99999	STG 53
MR4000B 300-SHE	SMDJ966598	454736	J 08574281	99999	I50D 35
TFC415UC CYAN T	460836	460836	J 08574281		STG 2
TFC415UK BLACK	460850	460850	J 08574281		STG 2
TFC415UM MAGENT	461302	461302	J 08574281		STG 2
TFC415UY YELLOW	461692	461692	J 08574281		STG 2

Customer Please Check YES or NO YES NO

- Did Driver unpack and remove debris?
- Did Driver install equipment
- Did Driver run a copy through Doc, Feeder & Sorter

** INSTRUCTIONS **

OTHER
RIGGING

DRIVER MUST CALL 1 HOUR PRIOR TO ARRIVAL
1 HOUR EMAIL NOTIFICATION TO ABS
REMOTE INSTALL

The equipment has been received, put in use, is in good working order and is satisfactory and acceptable.

PICK UP TIME IS: THE ABOVE EQUIPMENT WAS SHIPPED IN GOOD CONDITION EXCEPT AS NOTED ON THE ATTACHED INVENTORY.

X KELVIN PEACE

IT MANAGER

Print Name

Title

SHIPPER

1-30-20

X ILM

1/29/20

SIGNATURE

DATE

SHIPPER AGREES WITH THE TERMS OF THIS BILL OF LADING AND THAT THE ARTICLES LISTED ABOVE TO CARRIED IN CONDITION SHOWN. SHIPPER EXPRESSLY RELEASES THE EXHIBIT TO A VALUE OF 1.00 PER POUND PER ARTICLE.

TOTAL VALUE OF SHIPMENT IS \$ AND REQUESTS EXCESS COVERAGE FOR FULL VALUE, ONLY IF CONTROL NO. IS ISSUED.

PROOF OF CLAIM

AGUILA, INC.

21-11776

Date: 1/18/2022
 To: _____
 From: Alan Cohen #610-386-3762
acohen@leasedirect.com

UNSECURED

Customer Name: AGUILA, INC.
 DLL Lease Number: 3865
 Lease Agreement: 10/31/2019
 Date of Last Payment: 10/1/2021
 Date of Oldest Outstanding: 10/1/2021
 Equipment Type: 1-Toshiba e-studio 4515AC Multi Function Copier
 Original Term: 63
 Base Payment with Sales Tax: \$ 890.97

UNSECURED

	Pre-Petition	Dates of Service	
Past due/billed payments:	\$ 421.93	9/1-10/14/21	2
Property Tax:	\$ 653.62		
Late Charges:	\$ 181.37		
Finance Charges:	\$ 69.08		
Other: Insurance	\$ 76.07		
Total Presently Due:			<u>\$1,402.07 (A)</u>
			Post -Petition
Base Payment with Sales Tax:	\$ 890.97		
# Remaining payments to be discounted:	40		
Booked Residual Value (BRV):	\$ 2,045.96		
Remaining payments & BRV discounted at:			<u>\$37,684.76 (B)</u>
Equipment Sale Proceeds (Net): Sold 10/19/21			<u>\$ (982.25) (C)</u>
Bal of 11/1 Post Rent \$488.60; Insurance \$17.02, Finance \$83.89, Late Fees \$170.21			<u>\$ 759.72</u>
Total DLL Unrecovered Investment:			<u>\$38,864.30 (A+B+C)</u>

500-38005

ATLANTICinnovationsOffice.com
 A Program of Do Lago Leasing Financial Services
Lease Agreement

LESSOR	Full Legal Name AGUILA TAS Business Name 661 CROWNTON AVE Bronx, NY 10460					Product Identification Number	Phone Number
LESSOR	Address	City	State	Zip	Country	Street Address in Atlantic City	
LESSOR	Name	Model Number	Serial Number	Quantity	Description (Attach Schedule A for All Items)		
LESSOR	TOSHIBA	4518A		1	SCAN, FAX, SCAN, PRINT		
ITEMS & INFORMATION	Number of Deliverments	Lesser Payment	Utility	Additional Costs Inc.	Residual Value	Total Lease Payment	
	63	4,726.72					
ITEMS & INFORMATION	Term of Lease in Months	Payment Frequency	Installment	Guaranty	Residual Value		
	63	2014	12/12/14	12/12/14			
	Security Deposit (FIR)	First Period Payment (FIR)	Other (Specify)				
	0	0	0	0	0	0	

1. **LESSOR:** You (the "Lessor") agree to lease to the (the "Lessor") the Equipment listed above and on any attached schedule (the "Lease"). This Lease is effective as of the date that it is accepted and signed by us, and the term of the Lease begins on that date or any later date that we determine the commencement date, and continues thereafter for the number of months indicated above. You are responsible for the cost of all reasonable expenses for preparing financing statements, other documentation costs and all shipping and handling costs during the term of the Lease. Specialty documentation fees, if any, and any required to cause a release of your rights shall be paid in arrears and returned to you when the Lease is terminated. ONLY THE AUTHORIZED TO MOVE OR CHANGE ANY ITEM, PROVISION OR CONDITION OF THE LEASE.

2. **Lease Payment:** Lease payments are due as indicated on the Agreement and the payment of the Equipment term the date of delivery. If we accept and sign the Lease you will pay monthly rental for each month from the date of equipment delivery to you until the Commencement Date calculated on the Lease payment frequency, the number of months that passed, and a year of 360 days. The base equipment price, unconditional equipment subject to cancellation, reduction, shift or cancellation. If the Lease requires includes the cost of maintenance and/or service provided by a third party, you agree that (a) we are not responsible to provide the maintenance and/or service provided by a third party, and you will make all claims related to the maintenance and service to the third party; (b) you will notify us in full prior of the initial monthly cost amount, and (c) you reserve the right to change a monthly rate in case of an increase or decrease of the base amount and total costs related to supplies and maintenance provided by the third party under the agreement. We may increase the Lease Payment on an annual basis, in an amount not to exceed ten percent (10%) of the Lease Payment in effect at the end of the prior agreed period. You agree that any claims related to maintenance or cancellation and/or shift or cancellation of any Lease require a deposit. The deposit is not made when due, you will pay us a late charge of 5% of the deposit or \$10.00, whichever is greater.

3. **UCC:** Unless you have a \$1.00 minimum option, by law (and due to the Equipment) you have a \$1.00 minimum option on all Leases received above specifically agree to, but prior to acceptance of the Equipment and all proceeds thereof. You submit to us the following statements:

4. **Equipment Use and Warranties:** We are leasing the Equipment to you **AS-IS** AND **MADE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** We transfer to you any manufacturer warranties. You are responsible for your cost to keep the Equipment in good working condition and to pay for all supplies and repairs.

5. **Assumption:** You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent. You agree that we may sell, assign or transfer the Lease and the new owner will have the same rights and benefits we now have and will not have to perform any of our obligations and the rights of the new owner will not be subject to any orders, directives, or statute that they may have against us or any supplier.

6. **Risk of Loss and Insurance:** You are responsible for risks of loss or damage to the Equipment and if any loss occurs you are required to satisfy all your Lease obligations. You will help the Equipment located against all risks of loss or damage for your protection and the protection of the lessor. You will not let the lessor pay for the insurance and you are responsible for the insurance. If you do not provide such insurance, you agree that we have the right, but without obligation, to obtain insurance against theft and physical damage, and add an insurance cost to the monthly dues that you pay on which we may make a profit. We are not responsible for any losses of damage caused by the Equipment and you are responsible and liable to satisfy your costs. We are not responsible for damage after the termination of this Lease. You will obtain and maintain comprehensive price liability

insurance (including or an addition to liability with coverage and amounts acceptable to us). 7. **Lessor:** You agree to pay when due, either directly or as required pursuant to us, all taxes, use and personal property taxes and charges in connection with ownership and use of the Equipment. We may charge you a processing fee for administration of property tax bills. You will indemnify us in after-tax trials against the loss of any tax benefits anticipated at the Commencement Date arising out of your acts or omissions.

8. **Buy of Lease:** You will give us at least 90 days but not more than 120 days written notice (or an earlier hearing) before the expiration of the initial lease term (or any renewed term) of your intention to purchase or retain the Equipment. With proper notice you may, at your option, sell the Equipment as indicated above under "End of Lease Option". The initial sales purchase option amount will be determined by us by the following (a) in place value, or (b) return of the Equipment in good working condition at your cost in a timely manner, and to a location we designate. If you fail to notify us, or if you do not (i) purchase or (ii) return the Equipment as provided herein, this Lease will automatically cancel or terminate 12 months prior to purchase.

9. **Default and Remedies:** You are in default on this Lease if (a) you fail to pay a Lease payment or any other amount when due or (b) you breach any other obligation under the Lease or any other lease with us, if you are in default on the Lease we may (i) declare the entire balance of unpaid Lease payments for the full lease term immediately due and payable to us (ii) sue you to recover the total unpaid amount due on the Lease plus the Equipment's anticipated cost of lease (at market value or fixed price purchase option) ("the Residual") with future lease payments and the Residual determined in the date of default at the lesser of (A) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity collateral as reported by the U.S. Treasury Department that would have a repayment term equal to the remaining lease term, or as mutually determined by Lessor; or (B) 3% per annum, plus reasonable attorney and legal costs. We may charge you interest on amounts due on the date of 10% per year or the interest rate provided by us when the date of default, and (iv) require that you immediately return the Equipment to us or we may reasonably repossess it. Any return or repossess will not be construed a termination or cancellation of the Lease. If the Equipment is repossessed we will sell or part with the Equipment at time we determine, at one or more public or private sale, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any amounts that may occur being retained by us.

10. **Waiver:** You agree that the Lease is a limited lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). This acknowledgement we have given you the time of the Equipment equipment and that you may have signed this contract with the supplier and may contact the supplier for a description of these rights. If necessary, you will sign a separate Equipment acknowledgement. This Lease does not fit Pennsylvania ("PA"), is to be performed in PA and shall be governed and construed in accordance with the laws of PA. You consent to jurisdiction, personal or otherwise, in any state or federal court in PA and waive a trial by jury. You agree to waive any and all rights and remedies granted to you under Sections 2-701 through 2-722 of the UCC. You agree that the Equipment shall only be used for business purposes and not for personal, family or household use. This Lease may be executed in counterparts and any facsimile, photograph or other electronic transmission or other electronic representation of this Lease by you when mutually acknowledged by us or attached to any original signature confirmation and/or in our possession shall constitute the one original valid paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At our option, we may require a notarized signature. We may inspect the Equipment during the Lease term.

LESSOR	You accept this Equipment into your ownership. The Equipment is: Scanners		Accepted by: C. Hoffmann
LESSOR	Signature	Date	10/31/19
LESSOR	Title: Director of Finance, Knobbed Barnards		Accepted by: C. Hoffmann
LESSOR	Title: Accounting		Accepted by: C. Hoffmann
LESSOR	The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable.		
LESSOR	Signature: C. Hoffmann		
LESSOR	Title: HR		
LESSOR	I am personally, generally or jointly, liable for payment of all the lessor's obligations under this Lease. This lessor is not required to proceed against the lessor or the equipment or anyone else other than the lessor before proceeding against me. I have notice of acceptance and all other notices or demands of any kind to which I may be entitled. I consent to any extensions of credit or lease granted to the lessor and the lessor and/or compromise of any obligations of the lessor or any other guarantee without releasing me from my obligations. This is a continuing liability and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the lessor. This warranty is unconditioned and is in full accordance with the laws of the Commonwealth of PA and I consent to the exclusive jurisdiction of any state or federal court in PA and waive trial by jury.		
LESSOR	Signature: C. Hoffmann		Date: 10/31/19

5865

500-50033865

N.E.T.
230 Clay Avenue
Lyndhurst, NJ 07071

DELIVERY AND ACCEPTANCE

DOT# 240605
ICC# 171822VEHICLE NO.
0438

08440831

** Prep/Install

DATE

11/15/19

BRANCH

ABS

FROM
NET
230 Clay Ave
Lyndhurst NJ 07071

BILL TO
ATLANTIC BUSINESS PRODUCT
ACCOUNTS PAYABLE
134 WEST 26TH ST
NEW YORK

SHIP TO
AGUILA INC
661 CAULDWELL AVE

NY 10001 BRONX NY 10455

Notify KEVIN PEREZ

** Prep/Install

CUSTOMER PHONE	ZONE	SERVICE DATE/SPREAD DATE	CUSTOMER REFERENCE				
718/402-8879	00	11/15/19	4556286				

DESCRIPTION						WEIGHT
-------------	--	--	--	--	--	--------

ESTUDIO4615AC E	SCNGJ65548	337883	J08440831	99999	1115	172
MR40008 DUAL SC	SMDG941480	339588	J08440831	99999	1115	35
GD1370N TOSHIBA	343278	343278	J08440831	99999	1115	5
KD1069B TOSHIBA	SCMH947774	343405	J08440831	99999	1115	68
TFC415UC CYAN T	381511	381511	J08440831	99999	1115	2
TFC415UK BLACK	381885	381885	J08440831	99999	1115	2
TFC415UM MAGENT	381733	381733	J08440831	99999	1115	2
TFC415UY YELLOW	381900	381900	J08440831	99999	1115	2
MJ1042B INNER F	SCAI942035	366011	J08440831	99999	1115	53

Customer Please Check YES or NO YES NO

1. Did Driver unpack and remove debris?

2. Did Driver install equipment?

3. Did Driver run a copy through Doc. Feeder & Sorter?

** INSTRUCTIONS **

OTHER
RIGGING
DRIVER MUST CALL 1 HOUR PRIOR TO ARRIVAL
2 HOUR EMAIL NOTIFICATION TO ABS
1 HOUR CALL B/4 TO CUSTOMER
REMOTE INSTALL

The equipment has been received, put in use, is in good working order and is satisfactory and acceptable.

PICK UP CHECKED: THE ABOVE EQUIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED ON THE ATTACHED INVENTORY.

Print Name

Title

Manager

SHIPPER

DATE

SIGNATURE

11/15/19
DATE

PROOF OF CLAIM

AGUILA, INC.

21-11776

Date: 1/18/2022

To: _____

From: Alan Cohen #610-386-3762
acohen@leasedirect.com

UNSECURED

Customer Name: AGUILA, INC.

DLL Lease Number: 7090

Lease Agreement: 4/29/2019

Date of Last Payment: 12/1/2021

Date of Oldest Outstanding: 12/1/2021

Equipment Type: 1-Toshiba e-studio 4515AC Multi Function Copier

Original Term: 63

Base Payment with Sales Tax: \$ 1,011.19

UNSECURED

	Pre-petition	Dates of Service
Past due/billed payments:		
Finance:		
Late Charges:		
Pass Thru Maintenance:		
Other: Insurance		
Total Presently Due:		\$0.00 (A)
	Post-Petition	
Base Payment with Sales Tax:	\$ 1,011.19	
# Remaining payments to be discounted:	34	
Booked Residual Value (BRV):	\$ 2,412.64	
Remaining payments & BRV discounted at:		\$36,793.10 (B)
Equipment Sale Proceeds (Net): Sold 10/19/21	\$ (818.25) (C)	
Bal of 11/1 Post Rent \$153.55	\$ 153.55	
Total DLL Unrecovered Investment:		\$36,128.40 (A+B+C)

Past due/billed payments: _____

Finance: _____

Late Charges: _____

Pass Thru Maintenance: _____

Other: Insurance _____

Total Presently Due: _____ \$0.00 (A)

Base Payment with Sales Tax: \$ 1,011.19

Remaining payments to be discounted: 34

Booked Residual Value (BRV): \$ 2,412.64

Remaining payments & BRV discounted at: \$36,793.10 (B)

Equipment Sale Proceeds (Net): Sold 10/19/21 \$ (818.25) (C)

Bal of 11/1 Post Rent \$153.55 \$ 153.55

Total DLL Unrecovered Investment: \$36,128.40 (A+B+C)

ATLANTIC tomorrowsoffice.com
 A Program of De Leve Leased Financial Services

Lease Agreement

Reference Number Aquin Inc Billing Address 661 Caldwell Ave						Purchase Order/Refund/Return Number	Phone Number (718) 402-8979																												
City Group NY 10455						To Country	Send invoice to Attention of annabelle																												
Model Number Toshiba 46160						Quantity 1	Description (Attach Schedules A // Recovery)																												
EQUIPMENT																																			
<table border="1"> <tr> <th>Number of Loan Payments</th> <th>Loan Payment (\$/MIS)</th> <th>Applicable Sales Tax (EQUALS)</th> <th>Total Lease Payments</th> <th>Term of lease In Months 63</th> <th>Payment Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Bi-annually <input type="checkbox"/> Other</th> <th>End of Lease Option: <input type="checkbox"/> PAY <input checked="" type="checkbox"/> 10% <input type="checkbox"/> \$1 <input type="checkbox"/> Other</th> </tr> <tr> <td>63</td> <td>\$1,077.77</td> <td>+</td> <td>=</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>+</td> <td>=</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>+</td> <td>=</td> <td></td> <td></td> <td></td> </tr> </table>								Number of Loan Payments	Loan Payment (\$/MIS)	Applicable Sales Tax (EQUALS)	Total Lease Payments	Term of lease In Months 63	Payment Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Bi-annually <input type="checkbox"/> Other	End of Lease Option: <input type="checkbox"/> PAY <input checked="" type="checkbox"/> 10% <input type="checkbox"/> \$1 <input type="checkbox"/> Other	63	\$1,077.77	+	=						+	=						+	=			
Number of Loan Payments	Loan Payment (\$/MIS)	Applicable Sales Tax (EQUALS)	Total Lease Payments	Term of lease In Months 63	Payment Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Bi-annually <input type="checkbox"/> Other	End of Lease Option: <input type="checkbox"/> PAY <input checked="" type="checkbox"/> 10% <input type="checkbox"/> \$1 <input type="checkbox"/> Other																													
63	\$1,077.77	+	=																																
		+	=																																
		+	=																																
<table border="1"> <tr> <td>Security Deposit (\$/MIS)</td> <td>First Paid Payment (\$/MIS)</td> <td>Other (EQUALS)</td> <td>Total Payment Received</td> </tr> <tr> <td></td> <td></td> <td>♦</td> <td>♦ =</td> </tr> </table>								Security Deposit (\$/MIS)	First Paid Payment (\$/MIS)	Other (EQUALS)	Total Payment Received			♦	♦ =																				
Security Deposit (\$/MIS)	First Paid Payment (\$/MIS)	Other (EQUALS)	Total Payment Received																																
		♦	♦ =																																

TERMS AND CONDITIONS

1. **Lease:** You (the "Lessee") agree to lease from us (the "Lessor") the Equipment listed above and on my attached schedule (the "Lease"). The Lease is effective on the date that it is accepted and signed by us, and (in the event of this), each begins on that date or any later date (as designated by the "Commencement Date") and continues thereafter for the number of months indicated above. You agree to pay a fee of \$67.00 to reimburse our expenses for preparing financing statements, other documentation costs and all outgoing administrative costs during the term of this Lease. Security deposits are non-refundable and may be applied to any late payment. If there is a material default, we will return the deposit to you when the Lease is terminated. **ONLY WE ARE AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THE LEASE.**

2. **Lease Payment:** Lease payments are due as indicated by us. As you will have possession of the Equipment from the date of delivery, if you accept and sign this Lease you will pay an interim rent for each day from the date of delivery to you until the Commencement Date, calculated as follows: (a) the number of days in the month, and a year of 360 days. Your lease obligations are absolute, unconditional, and are not subject to cancellation, reduction, grace or termination. If the Lease Agreement includes the cost of maintenance and/or service provided by a third party, you agree that we are not responsible to provide the maintenance and/or service provided and you will make all payments related to the maintenance and/or service to the third party. (b) you will notify the third party of the meter reading each month, and (c) we reserve the right to charge you a monthly fee to cover the increased costs of fuel plus any shipping and freight costs related to capture and enforcement provided by the third party under this agreement. We may increase the Lease Payment at the end of each lease, in an amount not to exceed ten percent (10%) of the Lease Payment at the end of the prior annual period. You agree that any claims related to maintenance or service will not impact your obligation to pay full lease payments when due. If a payment is not made when due, you will pay us a late charge of 5% of the payment or \$1,000, whichever is greater.

3. **Use:** Unless you have a \$1,000 purchase option, we will have title to the Equipment. If you have a \$1,000 purchase option and the Lease is deemed to be an assignment agreement, you grant us an security interest in the Equipment and all proceeds thereof. You shall use the financing statements.

4. **Equipment Use and Warranties:** We are leasing the equipment to you "AS IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You are responsible at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs.

5. **Assignment:** You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent. You agree that we may sue, assign, or transfer the Lease and the other lessor will have the same rights and benefits we now have and will not be required to perform any of our obligations and the rights of the lessor will not be subject to any claims, defenses, or setoffs that you may have against us or any colessor.

6. **Risk of Loss and Insurance:** You are responsible for risk of loss or damage to the Equipment and if any loss occurs you are required to satisfy all of your Lease obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the true loss payee for the insurance and provide written proof of the insurance. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain insurance against flood and physical damage, and add an insurance fee to the amount due from you on which we may retain a profit. We are not responsible for any losses or damages caused by the Equipment and you will reimburse us and defend us against any such claims. This indemnity will continue after the termination of this Lease. You will obtain and maintain comprehensive public liability

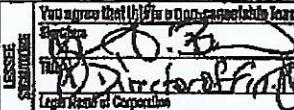
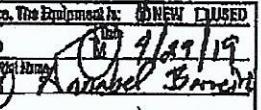
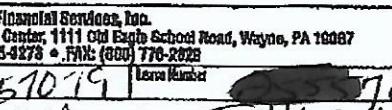
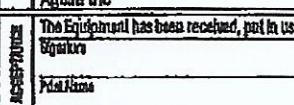
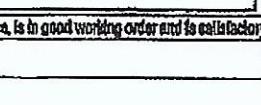
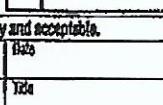
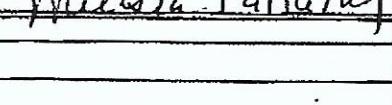
insurance naming us as an additional insured with coverages and amounts acceptable to us.

7. **Failure to Pay:** You agree to pay when due, either directly or as reimbursement to us, all sales, use and personal property taxes and charges in connection with ownership and use of the Equipment. We may charge you a processing fee for administering property tax filings. You will indemnify us on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of your acts or omissions.

8. **End of Lease:** You will use us at least 60 days but not more than 120 days written notice (to our address below) before the expiration of the initial lease term (or any renewal term) of your intention to purchase or return the Equipment. With proper notice you may: (a) purchase all the Equipment as indicated above under "End of Lease Option" (for purchase value purchase option amount will be determined by us based on the Equipment's fair value); or (b) return all the Equipment in good working condition at your cost in a timely manner, and to a location we designate, if you fail to notify us, or if you do not (i) purchase or (ii) return the Equipment as provided herein, the Lease will automatically renew for consecutive 12 month renewal periods.

9. **Default and Remedies:** You are in default on this Lease if: (a) you fail to pay a Lease payment or any other amount when due, or (b) you breach any other obligation under this Lease or any other Lease exhibits. If you are in default on the Lease exhibits: (i) we may collect the entire balance of unpaid Lease payments for the full Lease term immediately due and payable to us; (ii) sue you for and recover the total amount due on the Lease plus the Equipment's fair value at the time of lease or market value or fair value purchase option (the "Reserve") with future Lease payments and the Residual discounted to the date of default at the lesser of (a) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a remaining term equal to the remaining Lease term, or (b) as reasonably determined by Lessor; or (iii) 5% per annum, plus reasonable collection and legal costs; (iii) charge you interest on all amounts due at the rate of 12% per year or the maximum rate permitted by law from the date of default; and (iv) require that you immediately return the Equipment to us or we may physically repossess it. Any return or repossession will not be considered a termination or cancellation of the Lease. If the Equipment is returned, or repossessed we will sell or rent the Equipment at terms we determine, at one or more public or private sale, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency (plus any costs being retained by us).

10. **Non-Residential:** You agree that this is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). You acknowledge we may have given you the name of the equipment and/or that you may have made contact with the supplier and may contact the supplier for a description of this name. If requested, you will sign a separate Equipment acceptance certificate. This Lease was made in Pennsylvania ("PA"), is to be performed in PA and shall be governed and construed in accordance with the laws of PA. You consent to jurisdiction, personal or otherwise. In any state or federal court in PA and waive a trial by jury. You agree to waive any and all rights and remedies granted to you under Sections 24-302 through 24-322 of the UCC. You agree that this Equipment will only be used for business purposes and not for personal, family or household use. The Lease may be executed in counterparts and any document shall constitute the sole original executed paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At our option, we may require a manual signature. We may inspect the Equipment during the Lease term.

LESSOR SIGNATURES		You agree that this is a non-negotiable form. The Equipment is: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	
   		   	
ACCEPTOR SIGNATURES		<p>The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable.</p> <p>Signature _____ Date _____</p> <p>Address _____ Zip _____</p>	
COMMITMENT		<p>I acknowledge and agree to the prompt payment of all the Lessor's obligations under the Lease. The Lessor is not required to proceed against the Lessor or the Equipment or enforce other remedies before proceeding against me. I have notice of acceptance and all other notices or demands of any kind to which I may be entitled. I consent to any extensions or modifications granted to the Lessor and the release and/or compromise of any obligations of the Lessor or any other guarantor without releasing me from my obligations. This is a confidential guarantee and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Lessor. This guarantee is governed by and construed in accordance with the laws of the Commonwealth of PA and I consent to non-exclusive jurisdiction of any state or federal court in PA and waive trial by jury.</p> <p>Signature _____ Print Name _____ Date _____</p>	

PROOF OF CLAIM

AGUILA, INC.

21-11776

Date: 1/18/2022

To: _____

From: Alan Cohen #610-386-3762
acohen@leasedirect.com

UNSECURED

Customer Name: AGUILA, INC. _____

DLL Lease Number: 4234 _____

Lease Agreement: 3/24/2019 _____

Date of Last Payment: 10/1/2021 _____

Date of Oldest Outstanding: 9/1/2021 _____

Equipment Type: 1-Toshiba e-studio 5015AC Multi Function Copier

Original Term: 63 _____

Base Payment with Sales Tax: \$ 969.70 _____

UNSECURED

	Pre-Petition	Dates of Service	
Past due/billed payments:	\$ 1,407.63	8/1-8/31 &	2
Finance:	\$ 23.65	10/1-10/14/21	
Late Charges:	\$ 25.12		
Insurance:	\$ 46.58		
Other:			
Total Presently Due:		\$1,502.98 (A)	
		Post-Petition	
Base Payment with Sales Tax:	\$ 969.70		
# Remaining payments to be discounted:	33		
Booked Residual Value (BRV):	\$ 2,498.76		
Remaining payments & BRV discounted at:		\$34,498.86 (B)	
Equipment Sale Proceeds (Net): Unit still in posession of Debtor			(C)
Bal of 11/1 Post Rent \$531.77; Insurance \$49.69, Fin \$28.72, Late \$30.50		\$ 640.68	
Total DLL Unrecovered Investment:		\$36,642.52 (A+B+C)	

ATLANTICtomorrowoffice.com
 A Program of Do Lege Lending Financial Services

Lease Agreement

LESSOR:	Agileta Inc				Purchase Order/Requisition Number:	Phone Number:
Building Address:	665 Courtney Ave Bronx NY 10455				City:	Zip:
	State:	County:			Send Invoice to Address:	
Equipment:	Date:	Model Number:	Serial Number:	Quantity:	Description (Attach Separate Schedule If Necessary)	
TYCO RSA	5015AC			1	Scans/FAX/print Copier	
PAYMENT INFORMATION:	Number of Lease Payments:	Lesser Payment (Plus)	Applicable Sales Tax (Estimate)	Total Lesser Payment:	Term of Lease in Months:	Payment Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other
	63	1022.00			63	End of Lease Option: <input type="checkbox"/> 5% <input type="checkbox"/> 10% <input type="checkbox"/> \$1 <input type="checkbox"/> Other
						End of Lease Purchase Option shall be F&B unless another option is selected.
						Security Deposit (Plus) <input type="checkbox"/> Flat Paid Payment (Plus) <input type="checkbox"/> OAR (Estimate) <input type="checkbox"/> Total Payment Received <input type="checkbox"/>
						0 + 0 + 0 - 0

TERMS AND CONDITIONS

1. **Lease:** You (the "Lessee") agree to lease from us (the "Lessor") the Equipment (as defined and on any attached schedule) for the term that it is encircled and signed by us, and the term of this Lease begins on the date or earlier date that we first make the Commitment Date, and continues thereafter for the number of months indicated above. You agree to pay a rate of \$75.00 to reimburse our expenses for processing, shipping, duty documentation costs and all other administrative costs during the term of this Lease. Security deposit (as defined below) shall be applied to the deposit to you when the Lease is terminated. If you are not in default, we will return the deposit to you when the Lease is terminated. **ONLY WE ARE AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THE LEASE.**

2. **Lease Payment:** Lesser payments are due as follows: (a) you shall have possession of the Equipment from the date of delivery, if we accept and approve the Lease, you shall pay \$300.00 to us on or each day from the date the Equipment is delivered to you until the Commitment Date, thereafter on the Lease payment due date, the lesser payment is due, and so on and so forth. You shall pay a rate of \$75.00 to us to reimburse us for processing, shipping, duty documentation costs and all other administrative costs during the term of this Lease. Security deposit (as defined below) shall be applied to the deposit to you when the Lease is terminated. If the lease payment increases the cost of maintenance and service provided by a third party, you agree that: (a) we are not responsible to provide the maintenance and/or service provided and you will make all claims related to the maintenance and service to the third party; (b) you will notify the third party of the major change each month; and (c) we reserve the right to demand you to pay us a monthly fee to cover the increased costs of the major change and related costs related to expenses and equipment provided by the third party during this agreement. This may increase the Lease Payment by an annual basis, in an amount of no greater than 10% of the Lease Payment in effect at the time of the prior annual review. You agree that any claims related to maintenance or service will be paid by you and not us. If a claim is not made when due, you will pay a late charge of 5% of the amount for \$10.00 which is a greater.

3. **Title:** Unless you have \$1.00 purchase option, we will title to the Equipment. If you have a \$1.00 purchase option on the Lease, the title to the equipment will remain with us until you have paid us the full amount of the equipment and all interest thereon. You are subject to the financing agreement.

4. **Equipment Use and Warranties:** We do not warrant the equipment to you. **AB-15 AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** We transfer to you any manufacturer warranties. You are subject to your cost to keep the Equipment in good working condition and to pay for all supplies and repairs.

5. **Assignment:** You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent. You agree that we may sell, assign, or transfer the Lease and the rights of the new owner will not be subject to any claim, defense, or defense that you may have against us or any supplier.

6. **Risk of Loss and Insurance:** You are responsible for risk of loss or damage to the Equipment and if any loss occurs you are required to satisfy all of your lessor obligations. You will keep the Equipment in a safe place and free of loss or damage for an amount equal to its purchase price. You shall hold us as the sole loss payee for the insurance and file a proof of loss in the amount of the insurance. You do not provide such insurance, but agree that we have the right, without your consent, to obtain insurance against loss or damage to the equipment and to collect the amount due to you on which we may make a profit. We are not responsible for any losses or damage caused by the Equipment and will not be liable for any damage to the equipment.

7. **Termination:** This lease is for a non-cancelable lease. The Equipment is: NEW USED
 Signature: *R. S.* Date: *3/21/19*
 Title: *Director of Finance* Print Name: *Amabel Briones*
 Last Name of Corporation: *Agileta Inc.*

LESSOR SIGNATURE:	You agree that this is a non-cancelable lease. The Equipment is: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	
Signature:	Date:	
LESSOR SIGNATURE:	Do Lege Lending Financial Services, Inc. Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087 PHONE: (800) 755-3273 • FAX: (800) 776-2339 Commencement Date: <i>4/23/19</i> Lease Number: <i>4234</i>	
LESSOR SIGNATURE:	Accepted by: <i>Amabel Briones</i> Date: <i>3/21/19</i>	
LESSOR SIGNATURE:	The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable.	
Signature:	Date:	
Print Name:	Title:	
LESSOR SIGNATURE:	Unconditional payment of payment of all the Lessor's obligations under this lease. The Lessor is not required to provide notice to the Lessee or the Equipment lessor or enforcement creditor before proceeding against the Lessor for a writ of sequestration and/or notices of demands of stay and to whom it may be issued. I consent to any extension or modification granted to the Lessor and the Lessee and/or compromise of any obligations of the Lessor or any other guarantor without releasing me from my obligations. This is a continuing warranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Lessor. This agreement is governed by and construed in accordance with the laws of the Commonwealth of PA and I consent to the exclusive jurisdiction of any state or federal court in PA and waives trial by jury.	
Signature:	Date:	

4234

07597551

** Prep/Install

| VEHICLE NO.
| 0461| DATE
| 4/18/19| BRANCH
| ABS

FROM	BILL TO	SHIP TO	
NET 230 Clay Ave Lyndhurst NJ 07071	ATLANTIC BUSINESS PRODUCT ACCOUNTS PAYABLE 134 WEST 26TH ST NEW YORK NY 10001	AGUILA INC 55 WEST 110TH ST NEW YORK NY 10026 Notify- KEVEN PEREZ JOELENE Ph:646/275-9918	
Alt Ct-			
		** Prep/Install	
CUSTOMER PHONE	ZONE	SERVICE DATE/SPREAD DATE	CUSTOMER REFERENCE
\$17/861-5904	00	4/18/19	4414222

DESCRIPTION				WEIGHT	
TFC415UC CYAN T	093106	093106	J 07597551	0418	2
TFC415UK BLACK	096499	096499	J 07597551	0418	2
TFC415UM MAGENT	096046	096046	J 07597551	0418	2
TFC416UY YELLOW	096898	096898	J 07597551	0418	2
ESTUDIO5015AC T	SCNJH48613	202178	J 07597551	99999	0418 204
MR4000 DUAL SCA	SMAJ842828	626649	J 07597551	99999	0418 35
KD1059B TOSHIBA	SCMB930247	763504	J 07597551	99999	0418 68
GD1370N TOSHIBA	986365	986365	J 07597551	99999	0418 5

Customer Please Check YES or NO

YES NO

1. Did Driver unpack and remove debris?
2. Did Driver install equipment
3. Did Driver run a copy through Doc. Feeder & Sorter

** INSTRUCTIONS **

OTHER
RIGGING

DRIVER MUST CALL 1 HOUR PRIOR TO ARRIVAL
1 HOUR EMAIL NOTIFICATION TO ABS
REMOTE INSTALL
DRIVER MUST TRANSFER SURGE
GROUND FL

The equipment has been received, put in use, is in good working order and is satisfactory and acceptable.

PICK UP TENDERED. THE ABOVE EQUIPMENT WAS TENDERED IN GOOD CONDITION EXCEPT AS NOTED ON THE ATTACHED INVENTORY

Akins Benscmen 4/18/19
SHIPPER DATE

x Lascalle T Person Manager
Print Name Title

x Jennifer T K 4/18/19
SIGNATURE DATE

SHIPPER AGREES WITH THE TERMS OF THIS BILL OF LADING AND TENDERS ARTICLES LISTED ABOVE TO CARRIER IN CONDITION SHOWN. SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF 1.00 PER POUND PER ARTICLE.
TOTAL VALUE OF SHIPMENT IS \$ AND REQUEST EXCESS COVERAGE FOR FULL VALUE. ONLY IF CONTROL NO. IS ISSUED

EXHIBIT B

RE: REVISED LIST -There are actually 11 machines : Copiers for pick-up > DLL-AGUILA, INC- #500-50188932 *2525 Brockton Dr #290 Austin, TX 78758*** / 6-TOSHIBA E STUDIO 4515AC COPIERS**

Theresa Ladley <tladley@arsnow.com>

Wed 10/20/2021 3:39 PM

To: Angel Falcon <alfalcon@AGUILAINC.org>

OK Thanks

From: Angel Falcon <alfalcon@AGUILAINC.org>

Sent: Wednesday, October 20, 2021 12:36 PM

To: Theresa Ladley <tladley@arsnow.com>

Subject: Re: REVISED LIST -There are actually 11 machines : Copiers for pick-up > DLL-AGUILA, INC- #500-50188932 ***2525 Brockton Dr #290 Austin, TX 78758*** / 6-TOSHIBA E STUDIO 4515AC COPIERS

Theresa,

I am going to all the sites tomorrow and will have accurate information to provide then. Apologies for the delay.

At Your Service,

Angel Falcon, Esq.

Chief Operating Officer/Chief Compliance Officer

Aguila Inc.

1.917.900.8022 (work mobile/best available contact)

From: Theresa Ladley <tladley@arsnow.com>

Sent: Thursday, October 14, 2021 12:09 PM

To: Angel Falcon <alfalcon@AGUILAINC.org>

Subject: RE: REVISED LIST -There are actually 11 machines : Copiers for pick-up > DLL-AGUILA, INC- #500-50188932 ***2525 Brockton Dr #290 Austin, TX 78758*** / 6-TOSHIBA E STUDIO 4515AC COPIERS

Hi Angel,

We did not retrieve these machines, Could you please let me know if you have them.

DLL provided the address per each machine.

Thanks!

55 W. 110th Street NY, NY

25554234 1-TOSHIBA E STUDIO 5015AC SN=SCNJH4613 (SN should be SCNJH48613)

500-50188932 1-TOSHIBA E STUDIO 4515AC SN=SCNHK48711

1101 Manor Ave BRONX, NY

500-50171174 /1-TOSHIBA E STUDIO 4515AC SN=SCNGK46180

Theresa Ladley

Asset Recovery Specialists

T:858-277-7555 X. 223

E-mail: tladley@arsnow.com

From: Angel Falcon <alfalcon@AGUILAINC.org>
Sent: Friday, October 1, 2021 7:01 AM
To: Theresa Ladley <tladley@arsnow.com>
Subject: Re: REVISED LIST -There are actually 11 machines : Copiers for pick-up > DLL-AGUILA, INC- #500-50188932 ***2525 Brockton Dr #290 Austin, TX 78758*** / 6-TOSHIBA E STUDIO 4515AC COPIERS

Ok, thank you.

Get [Outlook for iOS](#)

From: Theresa Ladley <tladley@arsnow.com>
Sent: Friday, October 1, 2021 9:49:30 AM
To: Angel Falcon <alfalcon@AGUILAINC.org>
Subject: RE: REVISED LIST -There are actually 11 machines : Copiers for pick-up > DLL-AGUILA, INC- #500-50188932 ***2525 Brockton Dr #290 Austin, TX 78758*** / 6-TOSHIBA E STUDIO 4515AC COPIERS

??

I can only pick-up equipment that I have an authorization for.

Call the vendor that provided them, give them the serial # & they can tell you owns them

Theresa Ladley
Asset Recovery Specialists
T:858-277-7555 X. 223
E-mail: tladley@arsnow.com

From: Angel Falcon <alfalcon@AGUILAINC.org>
Sent: Friday, October 1, 2021 6:46 AM
To: Theresa Ladley <tladley@arsnow.com>
Subject: Re: REVISED LIST -There are actually 11 machines : Copiers for pick-up > DLL-AGUILA, INC- #500-50188932 ***2525 Brockton Dr #290 Austin, TX 78758*** / 6-TOSHIBA E STUDIO 4515AC COPIERS

What should I do with the other 2 printers that belong to the leasing company? We would like to surrender them to the leasing company since we have no use for them and are vacating this site.

Get [Outlook for iOS](#)

From: Theresa Ladley <tladley@arsnow.com>
Sent: Friday, October 1, 2021 9:27:16 AM
To: Angel Falcon <alfalcon@AGUILAINC.org>
Subject: RE: REVISED LIST -There are actually 11 machines : Copiers for pick-up > DLL-AGUILA, INC- #500-50188932 ***2525 Brockton Dr #290 Austin, TX 78758*** / 6-TOSHIBA E STUDIO 4515AC COPIERS

Thanks, yes the drover made me aware that he secured the equipment yesterday.

Theresa Ladley
Asset Recovery Specialists
T:858-277-7555 X. 223
E-mail: tladley@arsnow.com

From: Angel Falcon <alfalcon@AGUILAINC.org>
Sent: Friday, October 1, 2021 6:21 AM
To: Theresa Ladley <tladley@arsnow.com>

Subject: Re: REVISED LIST -There are actually 11 machines : Copiers for pick-up > DLL-AGUILA, INC- #500-50188932 ***2525 Brockton Dr #290 Austin, TX 78758*** / 6-TOSHIBA E STUDIO 4515AC COPIERS

Hello Teresa the driver came yesterday and picked up the machines but for two of them. these two machines do belong to the vendor. they have the vendors label on it and their control numbers. I understand that the driver couldn't pick them up due to liability purposes. but we were in a bit of a bind because today we are leaving this facility so I'm not exactly sure what we need to do. these machines belong to the vendor and the landlord is going to be taking control of this building as of today so please advise I apologize for the inconvenience and for the typos but this was dictated not read Angel

Get [Outlook for iOS](#)

From: Theresa Ladley <tladley@arsnow.com>

Sent: Monday, September 27, 2021 11:42:37 AM

To: Angel Falcon <alfalcon@AGUILAINC.org>

Subject: RE: REVISED LIST -There are actually 11 machines : Copiers for pick-up > DLL-AGUILA, INC- #500-50188932 ***2525 Brockton Dr #290 Austin, TX 78758*** / 6-TOSHIBA E STUDIO 4515AC COPIERS

Hi Angel,

The below list only indicates confirmation on 8 out of the 11 machines listed,

Which serial # is staying from this list ? **1-TOSHIBA E STUDIO 5015AC SN=SCNJH4613, 2-TOSHIBA E STUDIO 5015AC SN= SCNGK46180, SCNHK48711**

WHICH SERIAL # is at the other site? **1-TOSHIBA E STUDIO 5015AC SN=SCNJH4613, 2-TOSHIBA E STUDIO 5015AC SN= SCNGK46180, SCNHK48711**

QTY 1-TOSHIBA E STUDIO 5015AC SN=SCNJH4613

QTY 10-TOSHIBA E STUDIO 4515AC >>>

25557090	TOSHIBA ES4515AC	1	SCNDJ44368
50033865	TOSHIBA ES4515AC	1	SCNGJ65548
50041807	TOSHIBA ES4515AC	1	SCNJJ42965
50171174	TOSHIBA ES4515AC	1	SCNGK46180
50188932	TOSHIBA ES4515AC	1	SCNHK48721
50188932	TOSHIBA ES4515AC	1	SCNHK48711

Theresa Ladley
 Asset Recovery Specialists
 9707 Aero Drive
 San Diego, CA 92123
 T:858-277-7555 X. 223
 E-mail: tladley@arsnow.com

From: Theresa Ladley

Sent: Friday, September 24, 2021 2:00 PM

To: Angel Falcon <alfalcon@AGUILAINC.org>

Subject: RE: REVISED LIST -There are actually 11 machines : Copiers for pick-up > DLL-AGUILA, INC- #500-50188932 ***2525 Brockton Dr #290 Austin, TX 78758*** / 6-TOSHIBA E STUDIO 4515AC COPIERS

Hello Angel,

Thanks, please let me know about the serial #'s below in red & which ones you have.

I don't have any Ricoh's on my list.

Theresa Ladley
 Asset Recovery Specialists
 T:858-277-7555 X. 223
 E-mail: tladley@arsnow.com

From: Angel Falcon <alfalcon@AGUILAINC.org>
Sent: Friday, September 24, 2021 1:35 PM
To: Theresa Ladley <tladley@arsnow.com>
Subject: Re: REVISED LIST -There are actually 11 machines : Copiers for pick-up > DLL-AGUILA, INC- #500-50188932 ***2525 Brockton Dr #290 Austin, TX 78758*** / 6-TOSHIBA E STUDIO 4515AC COPIERS

Hello Theresa,

Please see below for answers to the form:

At Your Service,

Angel Falcon, Esq.
 Chief Operating Officer/Chief Compliance Officer
 Aguila Inc.
 1.917.900.8022 (work mobile/best available contact)

From: Theresa Ladley <tladley@arsnow.com>
Sent: Friday, September 24, 2021 2:29 PM
To: Angel Falcon <alfalcon@AGUILAINC.org>
Subject: REVISED LIST -There are actually 11 machines : Copiers for pick-up > DLL-AGUILA, INC- #500-50188932 ***2525 Brockton Dr #290 Austin, TX 78758*** / 6-TOSHIBA E STUDIO 4515AC COPIERS

REVISED LIST >There are 11 machines>

QTY 1-TOSHIBA E STUDIO 5015AC SN=SCNJH4613 W/ ALL ACCESSORIES /FINISHER/ TRAYS/ STAND/ TONERS
 (Inside machine)

QTY 10-TOSHIBA E STUDIO 4515AC COPIERS W/ ALL ACCESSORIES /FINISHER/ TRAYS/ STAND/ TONERS (Inside machine)

25557090	TOSHIBA ES4515AC	1	SCNDJ44368
50033865	TOSHIBA ES4515AC	1	SCNGJ65548
50041807	TOSHIBA ES4515AC	1	SCNJJ42965
50171174	TOSHIBA ES4515AC	1	SCNGK46180
50188932	TOSHIBA ES4515AC	1	SCNHK48721
50188932	TOSHIBA ES4515AC	1	SCNHK48711
50188932	TOSHIBA ES4515AC	1	SCNHK48708
50188932	TOSHIBA ES4515AC	1	SCNHK48703
50188932	TOSHIBA ES4515AC	1	SCNHK48677
50188932	TOSHIBA ES4515AC	1	SCNHK48658

There is some discrepancy with the #s. I have highlighted in yellow the ones that match. We have 11 printers. However only 10 are going back. 1 stays. We have a Ricoh Aficio Printer. I am getting the serial number for the

other one off site so I can match it to this email. However I do not want to tarry and wanted to send this now. Look below for rest of Form.

Theresa Ladley
Asset Recovery Specialists
9707 Aero Drive
San Diego, CA 92123
T:858-277-7555 X. 223
E-mail: tladley@arsnow.com

From: Theresa Ladley
Sent: Friday, September 24, 2021 9:15 AM
To: alfalcon@AGUILAINC.org
Subject: Copiers for pick-up > DLL-AGUILA, INC- #500-50188932 ***2525 Brockton Dr #290 Austin, TX 78758*** / 6-TOSHIBA E STUDIO 4515AC COPIERS
Importance: High

Hi Angel Falcon
Aguila Inc
T:917.900.8022
E: alfalcon@AGUILAINC.org

DLL (De Lage Landen Financial) has authorized Asset Recovery Specialists / our agents to pick-up the equipment listed below >>>

Please confirm the **MAKE-MODEL- SERIAL NUMBER IS A MATCH** to the description listed below
Does machine have additional pieces attached? (finisher, lct.. etc.,) NO.
Confirm QTY OF Toner cartridges that on inside copier: _____ / confirm Colors of toner (Blk, Magenta, Cyan, Yellow): _____ THEY ARE SHRINK WRAPPED.
Exterior CONDITION of each item: ALL IN GOOD CONDITION.
Please e-mail me pictures of all items you have for each machine to tladley@arsnow.com THERE ARE NO EXTERNAL ITEMS.

Will need to confirm business name: Aguila, Inc.
Address where equipment is located at: 661 and 665 Cauldwell Ave Bronx NY 10455
Contact onsite for pick-up name: Gary Cabrera cell # 917.714.2114 or Angel Falcon 917.900.8022.
Hours: 9-5
Is the site semi accessible (meaning can a 48' -53' truck park there for the pick-up): NO. Box Truck or smaller.
Is all equipment located on GROUND level: All but 1 printer is on ground level. The other printer does have a choice of stairs or a handicappable ramp. One printer is in the basement, but we have an elevator.
Are there ANY STAIRS the driver will encounter at time of pick-up: 661 has stairs, but there is also an option of a ramp. Email forthcoming with pictures.
if so what machines from list below will we encounter stairs with? Are the stairs inside / outside? / What TYPE OF STAIRS (Concrete / Carpeted / Tile / Etc.) / QTY of steps?
If there are any damaged items or not functioning machines then please list each machine & reason why: ALL IN FUNCTIONAL CONDITION
I will need to be made aware of any / all building requirements prior to scheduling: NO.
Please confirm that all items will fit thru any / all doorways onsite: CONFIRMED.

Theresa Ladley
Asset Recovery Specialists
T:858-277-7555 X. 223

Load date: NEED SPICKED-UP BY 10/1/21 (SEMI ACCESS – GROUND – NO STAIRS - LIFTGATE REQUIRED)

Origin: AGUILA, INC.

2525 Brockton Dr #290 Austin, TX 78758

HOURS: _____

Contact: ANGEL FALCON T: _____ E: alfalcon@AGUILAINC.org

MAKE-MODEL- SERIAL NUMBER IS A MATCH (If any discrepancies then I must be made aware of them prior to scheduling p/u).

Qty 6-TOSHIBA E STUDIO 4515AC COPIERS W/ ALL ACCESSORIES /FINISHER/ TRAYS/ STAND/ TONERS (Inside machine) dims: 23" w × 25.2" ^{*} d × 31" ^{*} h / weight: 172.2 + 125 = 297.2 lbs ea.

SCNHK48721

SCNHK48711

SCNHK48708

SCNHK48703

SCNHK48677

SCNHK48658